

**PROJECT DEVELOPMENT BOARD
REGULAR MEETING
MONDAY, FEBRUARY 4, 2008
6:00 P.M.**

AOC CONSTRUCTION FILE
COUNTY: LAUREL
FILE CODE: PDB1
SUBMITTED BY: MVK
DATE: 4/29/08

A Regular Meeting of the Project Development Board (PDB) for the Laurel County Judicial Center was held on February 4, 2008 at the Laurel County Courthouse, London, Kentucky. Present and presiding Lawrence Kuhl, Laurel County Judge Executive.

1. CALL TO ORDER

Judge Kuhl called the Regular Meeting of the Project Development Board to order.

2. ROLL CALL

Laurel County Project Development Board Chairman, Lawrence Kuhl, took roll as follows:

Garlan Vanhook, Absent
Lawrence Kuhl-Present
Roy Crawford-Present
Roderick Messer, Absent
Roger Schott, Present
Warren Scoville, Present
Tom Handy, Absent

ALSO PRESENT

Vance Mitchell – AOC
Dwight Salisbury – Ross Sinclair & Associates
Bill Pickering – CMW
Travis Curry – Codell Construction

3. READING AND APPROVAL OF MINUTES OF PREVIOUS MEETINGS

A motion was made by Roger Schott and seconded by Warren Scoville to approve the October 15, 2007 Regular Meeting as received and reviewed. The vote was taken and carried as follows:

Yes carries unanimously.

4. CITIZEN COMMENTS

None

5. OLD OR UNFINISHED BUSINESS

A. Update Justice Center

(1) Bids - Codell Construction – Travis Curry

Mr. Curry presented the Board with the Bid Tabulation Sheets. Mr. Curry stated that they had estimated the project to come in at \$235.00 per square foot; we came in much lower than that at \$207.21 bringing your total cost, including the demolition cost to date, to \$17,177,792.48 which includes the Construction Manager, CM, fee.

Mr. Curry continued stating that their Phase B estimate was very close with \$17,008,234.77 which was much better than our Phase C budget at \$19,057,591. Much better than what we anticipated.

After discussion in regard to the recommendations, issues and concerns, Mr. Curry made the following recommendations:

- Bid Packet #01-Demolition (*Already complete*)
- Bid Packet #02-Earthwork & Paving (*Accept bid by Gordon Phillips Excavating*)
- Bid Packet #03-General Trades (*Accept bid by Alliance Corporation*)
- Bid Packet #04-Masonry (*Accept bid by Shook Masonry*)
- Bid Packet #05-Structural Steel (*Accept bid by Burchfield & Thomas*)
- Bid Packet #06-Architectural Woodwork (*Accept bid by Stidham Cabinets, Inc.*)
- Bid Packet #07-Roofing (*Accept bid by high bid Swift Roofing. Accept request of Carlon Roofing by written letter asking that their bid be withdrawn due to omissions & errors*)
- Bid Packet #08-Frames, Doors & Hardware (*Accept bid by Schiller Hardware*)
- Bid Packet #09-Aluminum Entrances & Storefronts (*Accept bid by Rogers Aluminum & Glass*)
- Bid Packet #10-Gypsum Board & Ceilings (*Accept bid by Rudd Drywall & Acoustics with the understanding that we want to leave door open to review further. Concerns are the amount of money left on the table and past history with the former Rudd Drywall*)
- Bid Packet #11-Tiling (*Accept Mazzoli & Associates, Inc.*)
- Bid Packet #12-Reilient Tile & Carpet (*Accept bid by Bennet's Carpet after receiving the following letter from Burdorf*)



February 1, 2008

Mr. Larry Gerson
CMW, Inc.
400 East Vine
Suite 400
Lexington, KY 40507

Reference: Laurel County Justice Center
London, KY
Flooring Bid

Dear Mr. Gerson,

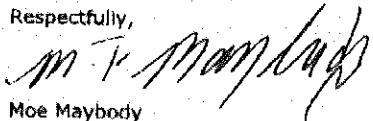
Burdorf's Commercial Design Group was notified by your call yesterday that we were the successful bidder on the flooring for this project.

Please be advised that the employee who presented you with this bid on 1/30/2008, Mr. Dana Davis, was not Burdorf's employee at that time. He was not authorized to make this presentation on the behalf of the Burdorf's Commercial Design Group. Mr. Davis has not been employed by Burdorf's since 1/3/2008.

I am highly concerned about the legality of Mr. Davis' actions and will pursue this matter separately.

My request is that you contact a company that has the capabilities to do this floor project

Respectfully,


Moe Maybody
Vice President of Operations
Burdorf's Furnishings & Flooring

3939 Shelbyville Road • Louisville, KY 40207 • Phone: 502-719-9700 • Fax: 502-719-9719 • www.burdorf.com

- Bid Packet #13-Terrazzo (*Accept bid by CDI*)
- Bid Packet #14-Painting (*Accept bid by Ralph Boggs & Sons Painting*)
- Bid Packet #15-Wood Benches (*Accept bid by Burdorf's-legitimate bid*)
- Bid Packet #16-Pre-Manufactured Casework (*Owner to make direct purchase estimated at \$15,000*)
- Bid Packet #17-Detention Equipment (*Accept bid by GS Company*)

- Bid Packet #18-Elevators (*Accept bid by D-C Elevator*)
- Bid Packet #19-Mechanical (*Request that no action be taken due to concerns in regard to claims that the Labor Cabinet may have against TECO*)
- Bid Packet #20-Fire Suppression (*Accept bid by Landmark Sprinkler*)
- Bid Packet #21-Electrical (*Accept bid by Arrow Electric*)
- Bid Packet #22-General Contractor (*N/A*)
- Bid Packet #23-Combination Bid (*These bids exceed the bids by individuals if totaled for each item by \$656,728.10*)

Mr. Curry stated that he was making the recommendation that the Board accept the individual bids with the understanding that the item in Bid Packet #16 has to be purchased in addition.

Mr. Curry stated that he gave Atlas the opportunity to go back and see what they could come back with lower the cost of this. So they came back with this combination bid of \$1,379,950, still \$336,678 high.

The total of the individual bids of the combination was \$1,043,271.90.

Mr. Curry stated that in trying to keep local people, more specifically Stidham Cabinets because they will have a big chunk of project, he then asked him to go back again and reconsider his bid by pulling out the low bid of Stidham Cabinets and based on that he is \$595,021, Bid Packets 15, 16 & 17. When I add those individual numbers he is still \$255,721 high. I gave him every opportunity.

After further discussion, Mr. Curry stated that the Board was getting everything that they asked for in this courthouse for the original design. We took nine alternates, where we were going to do away with a lot of things and we do not have to do that because we got such good prices. For instance, we were going to cut back on the courtroom ceiling from the vaulted ceiling, under the stairwells will be finished with drywall rather than just painted metal, the brick pavers in the courtyard area we will keep, the coffered ceiling at the main entry step up rather than have a flat ceiling and the ceramic tile in the bathrooms we are able to keep unless AOC tells us otherwise.

Vance Mitchell, Administrative Office of the Courts, stated that he had spoken with Garlan Vanhook before he left and he had no problems with it other than he just wanted to approve the base bids the way they were and then go out and see where our bond rates are and then come back and add whatever alternates in at that time. He isn't against the alternates but he wanted to add them in at a later time.

Mr. Curry stated that the alternate bids are good for a total of sixty (60) days from the bid opening. We will have another board meeting within that time frame.

Mr. Mitchell stated that Garlan Vanhook said that he was fine with accepting the base bids the way they were minus whatever Codell wanted to hold out and then we would proceed with our financing and approve the alternates after that.

Dwight Salisbury, Ross Sinclair & Associates, stated that he was comfortable that this was within the budget parameters that we have.

Warren Scoville addressed the possibilities of using some of the saving to address the Downtown Streetscape and the lighting around the Justice Center.

Judge Kuhl stated that it has been a blessing in disguise that we have had these delays to allow us to get these bid prices plus the interest rate has been declining. We are sitting right now at the best of both world on the bidding and the financing.

Bill Pickering, CMW, stated that it was mentioned to wait to approve things to the next months meeting. That seems like a lot of time to wait. Could it be possible for the AOC, through internal review, then through executive committee, with Garlan Vanhook and Judge Kuhl, to take the action necessary to move this forward to get with budget and with Ross Sinclair so that they can get the process for bond being sold in place sooner than the next meeting.

All present were in agreement.

Judge Kuhl addressed the informing and ratification of the Fiscal Court.

Motion to Approve Codell Construction Recommendations for Acceptance of Bids

Mr. Curry, Codell Construction, made the following recommendations for approval by the Project Development Board.

- Bid Packet #02-Earthwork & Paving (*Accept bid by Gordon Phillips Excavating-\$148,940.00*)
- Bid Packet #03-General Trades (*Accept bid by Alliance Corporation-\$3,034,300.00*)
- Bid Packet #04-Masonry (*Accept bid by Shook Masonry-\$1,157,800.00*)
- Bid Packet #05-Structural Steel (*Accept bid by Burchfield & Thomas-\$2,114,700.00*)
- Bid Packet #06-Architectural Woodwork (*Accept bid by Stidham Cabinets, Inc-\$703,972.00.*)
- Bid Packet #07-Roofing (*Accept bid by Swift Roofing-\$499,588.00*)
- Bid Packet #08-Frames, Doors & Hardware (*Accept bid by Schiller Hardware-\$168,990.00*)
- Bid Packet #09-Aluminum Entrances & Storefronts (*Accept bid by Rogers Aluminum & Glass-\$428,000.00*)
- Bid Packet #10- (*No Action Taken*)
- Bid Packet #11-Tiling (*Accept Mazzoli & Associates, Inc.-\$77,575.00*)
- Bid Packet #12-Reilient Tile & Carpet (*Accept bid by Bennet's Carpet-\$204,950.00*)
- Bid Packet #13-Terrazzo (*Accept bid by CDI-\$82,433.00*)

- Bid Packet #14-Painting (*Accept bid by Ralph Boggs & Sons Painting-\$180,000.00*)
- Bid Packet #15-Wood Benches (*Accept bid by Burdorf's-\$82,430.93*)
- Bid Packet #16-Pre-Manufactured Casework (*Owner to make direct purchase estimated at \$15,000*)
- Bid Packet #17-Detention Equipment (*Accept bid by GS Company-\$72,879.00*)
- Bid Packet #18-Elevators (*Accept bid by D-C Elevator-\$461,317.00*)
- Bid Packet #19-Mechanical (*No Action Taken*)
- Bid Packet #20-Fire Suppression (*Accept bid by Landmark Sprinkler-\$223,000.00*)
- Bid Packet #21-Electrical (*Accept bid by Arrow Electric-\$2,126,400.00*)

A motion was made by Warren Scoville and seconded by Roy Crawford to accept the above recommendations of Travis Curry, Codell Construction. The vote was taken and carried as follows:

Yes carries unanimously.

B. Demolition Cost-Reed Construction

Mr. Curry stated that he recommended the payment of \$25,086.76 to Reed Construction.

Mr. Curry stated that the last paragraph is the summary of the Closure Report which talks about the soils that were removed. Mr. Curry stated that he would read it for the record.

"The contamination indicated by the analysis of the soil samples for the excavated soil stockpiles generated from removal operations in Pit #1 and #2 plus the Trench stockpile did not exceed the maximum allowable concentrations stipulated in Class III Soil Table 1. However, the backfill did not possess the compaction and stability characteristics necessary to be deemed suitable for sub-grade subjacent to the proposed multi-story Justice Center. On the other hand, the levels of petroleum impact precluded the material from being removed from the site and used for unrestricted applications. Pursuant to these factors, it was deemed that the excavated soils would have to be disposed at the Laurel Ridge Landfill Facility in Lily, Kentucky. On October 1, 2007, twenty (20) truck loads constituting approximately 513.25 tons of excavated soils were loaded from the site, transported, and disposed at the landfill (See Manifests-Appendix I). The removed fiberglass product lines, which represented an extremely small portion of weight were disposed as part of Load No. 006) (See Manifest for Load No. 006-Appendix I)."

Mr. Curry stated that his interpretation of this report and talking to the environmental people; the soils could have been left on site and used on site if it was suitable for compacted material. Those materials that were removed did not have the

characteristics required to be suitable fill material. Therefore, the EPA directed the contractor to dispose of it at the landfill. He would not allow the contractor to take it to his farm or take it to somebody else's property and dispose of it. It could not be used for unrestricted applications.

Mr. Curry stated that his interpretation was that the soil was removed because it was not suitable for compacted material.

Motion to pay Reed Construction Change Order #1-1

Mr. Curry stated that the recommendation was that the Board approve the change order and pay Reed Construction \$25,086.76.

A motion was made by Warren Scoville and seconded by Roger Schott to pay Reed Construction the approved Change Order 1-1 for \$25,086.76. The vote was taken and carried as follows:

Yes carries unanimously.

Mr. Scoville suggested that the Board table the issue of reimbursement by the owner.

Motion to pay Reed Construction

Mr. Curry stated that his recommendation was the Board make final payment to Reed Construction with the understanding that their bond is good for a period of one (1) year to ensure that deficiencies are corrected. Also request a letter from Reed Construction that if within the year the deficiencies aren't corrected that he must extend his bond for a period of one (1) more year.

Mr. Curry stated that these are such small deficiencies that it may be a year before the state sends a Closure Report saying these have been corrected.

After discussion in regard to the bond, Mr. Curry stated that he would make another recommendation. He would recommend that the Board withhold \$5,000 from Reed's final payment until the deficiencies have been corrected.

A motion was made by Roger Schott and seconded by Warren Scoville to make payment to Reed Construction but hold back \$5,000 pending correction of the deficiencies noted by the Environmental and Public Protection Cabinet. Under 401 KAR 42.070, the information was determined to be technically incomplete. Therefore, the UST Branch is requesting the following by May 15, 2008.

1. *Section 3.0- "Soil Sample Collection Requirements" of the Closure Outline, incorporated by reference in 401 KAR 42:070, outlines the requirements for soil sampling. Since the walls and floor of Tank Pit #2 were not sampled for lead at the time of closure, these areas shall be resampled and analyzed for*

lead. Sample each wall and the floor of Tank Pit #2 at the over-excavation boundary according to Closure in Place guidelines outlined in Section 3.2 of the Closure Outline.

The vote was taken and carried as follows:

Yes carries unanimously.

Motion to Reimburse LCFC for Lynn Imaging Printing Cost

A motion was made by Warren Scoville and seconded by Roy Crawford to reimburse Laurel County Fiscal Court for Lynn Imaging printing cost of plans in the amount of \$39,569.24. The vote was taken and carried as follows:

Yes carries unanimously.

6. NEW BUSINESS

There was no new business.

7. ANNOUNCEMENTS

There were no announcements

8. ADJOURNMENT

A motion was made by Roger Schott and seconded by Roy Crawford that the meeting be adjourned. The vote was taken and carried as follows:

Yes carries unanimously.

Lawrence Kuhl, Chairman Project Development Board
Laurel County Judge/Executive

Sandra C. Wallace, Secretary Project Development Board